SERFF Tracking Number: IHLI-125818207 State: Arkansas
Filing Company: Investors Heritage Life Insurance Company State Tracking Number: 40331

Company Tracking Number: 28700

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity 2008
Project Name/Number: Annuity 2008/

## Filing at a Glance

Company: Investors Heritage Life Insurance Company

Product Name: Annuity 2008 SERFF Tr Num: IHLI-125818207 State: ArkansasLH
TOI: A02I Individual Annuities- Deferred NonSERFF Status: Closed State Tr Num: 40331

Variable

Sub-TOI: A02I.002 Flexible Premium Co Tr Num: 28700 State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Julie Hunsinger, Karen

Jones, Brad Shepherd

Date Submitted: 09/23/2008 Disposition Status: Approved

Disposition Date: 10/07/2008

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: Annuity 2008 Status of Filing in Domicile: Authorized Project Number: Date Approved in Domicile: 09/04/2008

Requested Filing Mode: Review & Approval Domicile Status Comments: Approved for use

in Kentucky.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 10/07/2008

State Status Changed: 10/07/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Form 28700 AR (4-2008) is a Flexible Premium Deferred Annuity. Premiums may vary in amount and are payable at any time, subject to a \$25 minimum, at the option of the owner. The maturity date is the later of attained age 70 or the tenth policy anniversary. The accumulation value is equal to 100% of the gross premiums paid plus interest credited, less any cash withdrawals. There are no premium loads or monthly fees. The Withdrawal Charge is equal to 7% of the

SERFF Tracking Number: IHLI-125818207 State: Arkansas
Filing Company: Investors Heritage Life Insurance Company State Tracking Number: 40331

Company Tracking Number: 28700

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity 2008
Project Name/Number: Annuity 2008/

fund value in the first policy year, decreasing by 1% per year to a Withdrawal Charge of 0% in the 8th and later policy years. There is no Withdrawal Charge if the amount withdrawn in any policy year does not exceed 10% of the Accumulation Value.

Form ANNDIS (6-2008) is the annuity disclosure that will be provided at the time of policy issue. These forms will be marketed by Investors Heritage Life Insurance Company agents using traditional marketing methods.

## **Company and Contact**

## **Filing Contact Information**

Karen Rogers, Filing Administrator krogers@ihlic.com

P.O. Box 717 (800) 422-2011 [Phone] Frankfort, KY 40602-0717 (502) 875-7084[FAX]

**Filing Company Information** 

Investors Heritage Life Insurance Company CoCode: 64904 State of Domicile: Kentucky

P.O. Box 717 Group Code: Company Type: LAH

200 Capital Avenue

Frankfort, KY 40602-0717 Group Name: State ID Number:

(502) 209-1007 ext. [Phone] FEIN Number: 61-0574893

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: Form 28700 AR (4-2008) with

Annuity Disclosure \$50.00 fee.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Investors Heritage Life Insurance Company \$50.00 09/23/2008 22662425

Company Tracking Number: 28700

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity 2008
Project Name/Number: Annuity 2008/

# **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/07/2008	10/07/2008

Company Tracking Number: 28700

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity 2008
Project Name/Number: Annuity 2008/

# **Disposition**

Disposition Date: 10/07/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 28700

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity 2008
Project Name/Number: Annuity 2008/

e Item Status	<b>Public Access</b>
n/Notice	Yes
n	Yes
uity - Acturial Memo	No
Submit	Yes
er	Yes
08	Yes
sclosure	Yes
1	n/Notice uity - Acturial Memo Submit er 08

Company Tracking Number: 28700

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity 2008
Project Name/Number: Annuity 2008/

## **Form Schedule**

Lead Form Number: 28700

Review	Form	Form Typ	e Form Name	Action	<b>Action Specific</b>	Readability	Attachment
Status	Number				Data		
	28700 AR	Policy/Cor	nt Annuity 2008	Initial		54	28700AR (4-
	(4-2008)	ract/Frater	'n				2008).pdf
		al					
		Certificate					
	ANNDIS (6	6-Other	Annuity Disclosure	Initial		50	ANNDIS (6-
	2008)						2008).pdf

# INVESTORS HERITAGE



200 CAPITAL AVENUE PO BOX 717 FRANKFORT, KY 40602-0717 PHONE 1.800.422.2011

We will pay to the annuitant, if living, a monthly income commencing on the maturity date.

We will pay the proceeds of this policy to the beneficiary upon receipt of due proof of death of the annuitant while this policy is in force.

We will pay the surrender value of this policy to you upon its surrender prior to the maturity date.

This policy is a legal contract between you and us. It is issued in consideration of the application and the payment of the initial premium on or before the date of policy delivery. Subsequent premiums are payable as provided in the policy.

### PLEASE READ YOUR POLICY CAREFULLY!

You may receive factual information regarding the benefits and the provisions of this annuity contract by writing our home office: Post Office Box 717, Frankfort, Kentucky, 40602-0717.

Signed at our home office at 200 Capital Avenue, Frankfort, Kentucky.

Jane S. Jackson Secretary

Jane S. Jackson

Harry Lee Waterfield II President

### **30 DAY EXAMINATION PERIOD**

You may return this policy within 30 days after receiving it by mailing it to us, taking it to the agent through whom it was purchased, or by taking it to any other agent of Investors Heritage Life Insurance Company. It will then be void as of the date of issue. Any premium paid will be returned.

## FLEXIBLE PREMIUM DEFERRED ANNUITY

Monthly income beginning on the maturity date; Death benefit payable on death of annuitant prior to the maturity date; Non-participating - no dividends.

TABLE OF CONTENTS	PAG	Ε
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GENERAL PROVISIONS		4
OWNERSHIP AND BENEFICIARY PROVISIONS		5
ANNUITY BENEFITS		6
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PREMIUMS		8
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# POLICY SCHEDULE FLEXIBLE PREMIUM DEFERRED ANNUITY SUMMARY

ANNUITANT: . . . . . John Doe OWNER: ..... John Doe **POLICY DATE:** ...... July 3, 2008 **SEX**: ..... Male INITIAL PREMIUM PAID: .....\$ 1.000.00 MODAL PREMIUM: .....\$ 25.00 BENEFICIARY: . . . . . . . . . . . As stated in the application unless changed by you. **GUARANTEED ANNUAL** 3.00% **INTEREST RATE:** ...... Additional interest may be credited as determined by us.

28700 AR (4-2008) 3

The owner and beneficiary are subject to change as described in this policy.

## **DEFINITIONS**

#### **ANNUITANT**

The individual named as the annuitant in the policy schedule. The annuitant may or may not be the owner.

#### YOU. YOURS

The owner of this policy. The owner is designated in the application unless later changed by written notice to us.

## WE, OUR, US

Investors Heritage Life Insurance Company.

## **POLICY DATE**

The date from which policy anniversaries, policy years and policy months are determined.

#### DATE OF ISSUE

The effective date of coverage under this policy.

#### MATURITY DATE

The date on which monthly income commences if the annuitant is alive.

#### **POLICY ANNIVERSARY**

The same day and month as the policy date for each succeeding year this policy remains in force.

#### **PROCEEDS**

The amount we are obligated to pay under the terms of this policy.

#### **ISSUE AGE**

Age on the annuitant's last birthday on or preceding the policy date.

## **ATTAINED AGE**

The issue age of the annuitant plus the number of completed policy years.

## **GENERAL PROVISIONS**

#### CONTRACT

The entire contract between you and us consists of this policy, any riders or endorsements, and the written application, a copy of which is attached at issue or delivery. All statements between you and us in the application are representations and not warranties. No statement shall be used in defense of a claim under this policy unless it is contained in a written application that is attached to the policy when issued or delivered.

### **AUTHORITY TO CHANGE**

Only our officers may change the terms of this policy. Any change must be made in writing.

#### **INCONTESTABILITY**

This policy is not contestable from the date of issue.

## **MISSTATEMENT OF AGE OR SEX**

If the age or sex of the annuitant is misstated, any amount of proceeds payable will be adjusted to that amount which the premiums paid would have purchased at the annuitant's true age and sex.

Any underpayments already made by us together with interest at the rate of 6% per annum, compounded annually, from the date of each underpayment will be paid immediately. Any overpayments made by us together with interest at the rate of 6% per annum, compounded annually, shall be charged against benefits falling due after the date of adjustment.

#### **ANNUAL REPORT**

Each year within 90 days after the policy anniversary, we will send you a report showing at least the following information as of the last policy anniversary:

- 1. The beginning and end dates of the report;
- 2. The accummulation value and the cash value; and
- 3. Premiums paid, interest credited and the amount of any partial withdrawals.

## **TERMINATION**

This policy will terminate and all coverage will cease on the earliest of the following dates:

- 1. The date we receive your request to surrender the policy;
- 2. The date of death of the annuitant;
- 3. The date on which the final monthly income payment is made in accordance with the provisions of this policy.

## **OWNERSHIP AND BENEFICIARY PROVISIONS**

### **OWNER**

The owner of this policy is as shown in the application. The owner has all rights stated in this policy. The owner may amend this policy, with our consent, while the annuitant is alive. The rights of the owner are subject to the rights of an irrevocable beneficiary. If there is more than one owner at a given time, all must exercise the rights of ownership by joint action.

If the owner has not named a successor owner, at the death of the owner, the annuitant becomes the owner of this policy unless the annuitant is a minor or otherwise legally incompetent, in which case the owner will be the legally appointed guardian of the annuitant.

## **BENEFICIARY**

The beneficiary is as shown in the application. The beneficiary will receive the amount of proceeds payable at the death of the annuitant subject to any assignment made by you.

If more than one beneficiary survives at the death of the annuitant, proceeds will be allocated according to written instructions received by us from the owner of this policy prior to the death of the annuitant. If no allocation of proceeds between beneficiaries is specified, proceeds will be divided equally among all surviving beneficiaries.

If the beneficiary of this policy does not make claim within 60 days after the death of the annuitant, or if the beneficiary is the estate of the annuitant, or is a minor, or is not legally competent to give a valid release, we may, in good faith, make a payment to any of the annuitant's relatives by blood or marriage appearing to us to be entitled thereto.

### **CHANGE OF OWNER OR BENEFICIARY**

You may change the designations of owner and beneficiary while the annuitant is alive. Any change is subject to the consent of an irrevocable beneficiary. Written notice of change must be filed at our home office in a form acceptable to us. The new designation will then take effect as of the date you signed the notice. Such a change does not affect any payment made or other action taken by us before we received the notice.

## **ASSIGNMENT**

You may assign this policy by written request. We are not responsible for the validity or effect of any assignment of this policy. No assignment will bind us until it is received at our home office.

#### **ANNUITY BENEFITS**

### **MATURITY BENEFIT**

If the annuitant is living on the maturity date shown in the policy schedule, we will apply the accumulation value under payment option 3, a life annuity with a period certain of 10 years. The accumulation value on the maturity date may be applied under any other annuity payment option which is then available provided (1) you request such payment option in writing, and (2) we receive your request before the maturity date.

## **CHANGE IN MATURITY DATE**

You may change the maturity date of this policy if you request the change in writing. The latest available maturity date is the later of (1) the tenth policy anniversary, and (2) attained age 70.

## **PAYMENT OPTION 1 - INTEREST INCOME OPTION**

The accumulation value on the maturity date may be left with us to earn interest until withdrawn by you. You may withdraw any or all the cash value, including interest earned, at any time at your discretion. We may defer payment of a withdrawal for up to 6 months from the date the request is received.

## PAYMENT OPTION 2 - MONTHLY PAYMENTS FOR A FIXED NUMBER OF YEARS

Payments will be made for a fixed period. The amount of each payment is determined from the following table:

		A FIXED NUMBER ( CCUMULATION VA	• • • • • • • • • • • • • • • • • • • •
Number of Years	Monthly Payments	Number of Years	Monthly Payments
1	84.48	11	8.88
2	42.87	12	8.26
3	29.01	13	7.73
4	22.08	14	7.28
5	17.92	15	6.89
6	15.16	16	6.55
7	13.18	17	6.25
8	11.70	18	5.98
9	10.55	19	5.75
10	9.63	20	5.53

The amount of monthly payments for other periods will be furnished on request.

## **PAYMENT OPTION 3 - PAYMENTS FOR A PERIOD CERTAIN**

Payments will be made in equal installments throughout the certain period. After the certain period, payments will continue to be made throughout the payee's lifetime. Monthly payments per \$1,000 of accumulation value are determined from the following table.

	PERIOD CERTAIN										
NONE 10 YEARS											
<u>Age</u>	<u>Male</u>	<u>Female</u>	<u>Age</u>	<u>Male</u>	<u>Female</u>	<u>Age</u>	<u>Male</u>	<u>Female</u>	<u>Age</u>	<u>Male</u>	<u>Female</u>
46	3.90	3.67	66	6.06	5.47	46	3.88	3.66	66	5.81	5.34
47	3.96	3.72	67	6.26	5.63	47	3.94	3.71	67	5.97	5.48
48	4.02	3.77	68	6.47	5.81	48	4.00	3.76	68	6.13	5.63
49	4.09	3.83	69	6.70	6.00	49	4.06	3.81	69	6.29	5.79
50	4.16	3.89	70	6.94	6.20	50	4.13	3.87	70	6.46	5.96
51	4.16	3.95	71	7.20	6.42	51	4.20	3.93	71	6.64	6.13
52	4.31	4.01	72	7.47	6.66	52	4.27	3.99	72	6.82	6.32
53	4.39	4.08	73	7.76	6.92	53	4.35	4.06	73	7.00	6.51
54	4.48	4.15	74	8.07	7.21	54	4.43	4.13	74	7.19	6.71
55	4.57	4.23	75	8.41	7.51	55	4.51	4.20	75	7.38	6.92
56	4.67	4.31	76	8.77	7.84	56	4.60	4.28	76	7.57	7.13
57	4.77	4.40	77	9.15	8.20	57	4.70	4.36	77	7.76	7.34
58	3.90	4.49	78	9.56	8.58	58	4.80	4.45	78	7.95	7.56
59	4.99	4.59	79	10.00	9.00	59	4.90	4.54	79	8.13	7.77
60	5.12	4.69	80	10.48	9.46	60	5.01	4.64	80	8.31	7.99
61	5.25	4.80	81	10.98	9.95	61	5.13	4.74	81	8.49	8.20
62	5.39	4.92	82	11.52	10.49	62	5.25	4.85	82	8.65	8.40
63	5.54	5.04	83	12.10	11.07	63	5.38	4.96	83	8.81	8.60
64	5.70	5.18	84	12.72	11.71	64	5.52	5.08	84	8.96	8.78
65	5.88	5.32	85	13.38	12.39	65	5.66	5.21	85	9.09	8.95

Values above were calculated using the Annuity 2000 Mortality Table, Male or Female, and 3.00% interest per year. Satisfactory proof of the payee's age and sex is required. The amount of monthly payments for other ages and certain periods will be furnished on request.

## **INTEREST RATE**

The rate of interest for all annuity options will be determined by us and will vary from time to time; however, we guarantee that the rate of interest we declare will never be less than 3.00% per annum, compounded annually.

## **EVIDENCE OF AGE OR SURVIVAL**

We may require proof of correct age of any annuitant before the annuity benefit begins. We may require proof that such annuitant is alive before making any payment.

## BENEFITS PAYABLE AT DEATH OF ANNUITANT

#### **DEATH BENEFIT**

The death benefit under this policy before the maturity date is equal to the accumulation value.

The death benefit under this policy after the maturity date will depend on the annuity option selected.

#### PROCEEDS AT DEATH

The amount of proceeds payable at the death of the annuitant will be the death benefit as defined above, adjusted for any misstatement of age or sex.

#### INTEREST ON PROCEEDS

If the amount of proceeds is paid in one sum, it will include any interest as required by law, from the date ten (10) days after we receive satisfactory proof of an annuitant's death to the date of payment. Interest will be paid at a rate which is the greater of (1) the rate declared by us, or (2) the rate required by law.

## **PAYMENT OF PROCEEDS**

To claim the proceeds (1) a claim form must be filed with us, and (2) satisfactory proof of death must be furnished.

## **PREMIUMS**

#### **PREMIUM PAYMENTS**

The initial premium as shown in the policy schedule is due on the policy date. Subsequent premiums may vary in amount and are payable at any time at the option of the owner. Each premium, including the initial premium, may be paid to our authorized agent who will provide a receipt upon request. The receipt must be signed by the agent who receives the payment on our behalf. The minimum premium which we will accept is \$25.00.

## **POLICY VALUES**

#### **ACCUMULATION VALUE**

The accumulation value at any time is (1) the accumulation of premiums with interest from the date each premium is received by us to the date of determination, less (2) any partial withdrawals accumulated with interest from the date of each partial withdrawal to the date of determination.

The rate of interest will be determined by us and will vary from time to time; however, we guarantee that the rate of interest we declare will never be less than 3.00% per annum, compounded annually.

## **CASH VALUE**

The cash value at any time is (1) the accumulation value as described above, less (2) a withdrawal charge.

## WITHDRAWAL CHARGE

The withdrawal charge is equal to (1) the accumulation value, multiplied by (2) the withdrawal percentage from the Table of Withdrawal Percentages shown below corresponding to the policy year of withdrawal.

TABLE (	OF WITHDRAWAI	L PERCENTAGES	
Policy	Withdrawal	Policy	Withdrawal
<u>Year</u>	<u>Percentage</u>	<u>Year</u>	<u>Percentage</u>
1	7.00	5	3.00
2	6.00	6	2.00
3	5.00	7	1.00
4	4.00	8 and later	.00

#### SURRENDER VALUE

You may surrender this policy by returning it to our home office and filing a written request in a form acceptable to us. The date of surrender will be the date you signed the request provided the annuitant was then living.

The amount that will be paid upon surrender is the cash value. The payment of the cash value may be deferred for a period up to six months after the request is received at our home office.

## **PARTIAL WITHDRAWAL**

You may make a partial withdrawal at any time prior to the maturity date. The first partial withdrawal in any policy year will be free of a withdrawal charge up to 10% of the accumulation value as of the date of withdrawal. A subsequent partial withdrawal during the same policy year will also be free of a withdrawal charge for an amount equal to (1) 10% of the accumulation value as of the date of withdrawal, less (2) the total of all prior partial withdrawals during the same policy year.

For any amount of partial withdrawal which is not subject to a withdrawal charge, the accumulation value will be reduced by the amount of such partial withdrawal.

For any amount of partial withdrawal which is subject to a withdrawal charge, the accumulation value will be reduced by (1) the amount of such partial withdrawal, multiplied by (2) one plus the withdrawal percentage corresponding to the policy year of withdrawal.

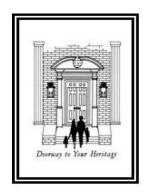
No partial withdrawal may be less than \$25.00.

If the partial withdrawal would reduce the cash value to less than \$150, then a full surrender will be made and the policy will terminate.

## **BASIS OF POLICY VALUES**

Guaranteed accumulation values, death benefits, and cash values shown in the policy schedule are not less than the minimum values required on the policy date by the state in which this policy was issued.

A detailed statement of the method of computing accumulation values, cash values and reserves has been filed with the insurance department of the state in which this policy was issued. We will furnish any policy value not shown on request. Allowance will be made for elapsed time when calculating values between policy anniversaries.



# **INVESTORS HERITAGE**

Life Insurance Company

TO OBTAIN INFORMATION, MAKE A CLAIM, OR MAKE A COMPLAINT

Call us toll-free:

1.800.422.2011

Or write to us:

INVESTORS HERITAGE LIFE INSURANCE COMPANY PO BOX 717 FRANKFORT KY 40602-0717

Or email us:

ihlic@investorsheritage.com

## FLEXIBLE PREMIUM DEFERRED ANNUITY

Monthly income beginning on the maturity date; Death benefit payable on death of annuitant prior to the maturity date; Non-participating - no dividends.

## LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Heatlh Insurance Guaranty Association. ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a subsitute for consumers' care in selecting insurance companies that are well-managed and financially stable.

## **DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in the state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life and variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association c/o The Liquidation Division 1023 West Capitol Little Rock, Arkansas 72201

Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net coverage is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

## **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

#### **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are NOT protected by the Guananty Association, if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals).
- Unallocated annuity contacts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member's insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

## LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values -- again, no matter how may policies and contracts there were with the same company, and no matter how may different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

## **IMPORTANT NOTICE**

## TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call or write your agent or Investors Heritage's home office for information or to make a complaint about your policy.

HOME OFFICE FRANKFORT KY 40602

Investors Heritage Life Insurance Company PO Box 717 Frankfort, KY 40602-0717 800-422-2011

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Arkansas Insurance Department.

Arkansas Insurance Department 1200 West Third Street Little Rock, AR 72201-1904 501-371-2600 800-282-9124

## ATTACH THIS NOTICE TO YOUR POLICY.

This notice is for information only and does not become a part or condition of the attached document.

# **INVESTORS HERITAGE**

Life Insurance Company

200 CAPITAL AVENUE PO BOX 717 FRANKFORT, KY 40602-0717 PHONE 1.800.422.2011

### FLEXIBLE PREMIUM DEFERRED ANNUITY DISCLOSURE STATEMENT

This disclosure assumes that you are the **owner** and **annuitant**.

This document reviews important points you should consider about this Investors Heritage Life Insurance Company annuity. It is a summary of the features and benefits of your annuity provisions, but it is **not** part of your policy. This annuity is a **flexible premium deferred annuity** which means you may make payments into it at your discretion as to amount and frequency. It is also a **fixed annuity** which means it earns a specified interest rate. If state or federal laws require us to change this annuity, we will tell you about it in writing.

Your annuity may be used to provide funding for a formal preneed funeral contract. You can also use an annuity to save money for retirement and to receive retirement income for life. Your annuity is not meant to be used to meet short-term financial goals.

You may cancel your annuity without penalty within 30 days of purchase by contacting Investors Heritage or the agent who sold you the annuity contract. Upon such cancellation, you will receive a full refund of all payments you have made.

## THE ANNUITY CONTRACT

## How will the value of my annuity grow?

All deposits made into your annuity will be credited with interest at no less than the guaranteed annual interest rate shown in the policy schedule. Interest will be credited on the initial premium amount at the current interest rate, which is shown in the Accumulation Value / Cash Value Table below. The current interest rate may change from year to year according to a schedule declared by Investors Heritage but it will never be less than the guaranteed annual interest rate.

		Annual	Accumulat	ion Value	Cash V	/alue
Policy Year	Age	Premium Paid	Guaranteed 3.00%	Current 3.00%	Guaranteed 3.00%	Current 3.00%
1	36	1,000.00	1,030.00	1,030.00	957.90	957.90
2	37	1,000.00	2,090.90	2,090.90	1,965.45	1,965.45
3	38	1,000.00	3,183.63	3,183.63	3,024.45	3,024.45
4	39	1,000.00	4,309.14	4,309.14	4,136.77	4,136.77
5	40	1,000.00	5,468.41	5,468.41	5,304.36	5,304.36
6	41	1,000.00	6,662.46	6,662.46	6,529.21	6,529.21
7	42	1,000.00	7,892.33	7,892.33	7,813.41	7,813.41
8	43	1,000.00	9,159.10	9,159.10	9,159.10	9,159.10
9	44	1,000.00	10,463.87	10,463.87	10,463.87	10,463.87
10	45	1,000.00	11,807.79	11,807.79	11,807.79	11,807.79
15	50	1,000.00	19,156.87	19,156.87	19,156.87	19,156.87
20	55	1,000.00	27,676.48	27,676.48	27,676.48	27,676.48
25	60	1,000.00	37,553.03	37,553.03	37,553.03	37,553.03
30	65	1,000.00	49,002.67	49,002.67	49,002.67	49,002.67
35	70	1,000.00	62,275.92	62,275.92	62,275.92	62,275.92
45	80	1,000.00	95,501.45	95,501.45	95,501.45	95,501.45
55	90	1,000.00	140,153.75	140,153.75	140,153.75	140,153.75
65	100	1,000.00	200,162.70	200,162.70	200,162.70	200,162.70
75	110	1,000.00	280,809.74	280,809.74	280,809.74	280,809.74

All values shown above are at the end of the policy year except for the "annual premium paid" which is at the beginning of the policy year. The accumulation value and cash value are shown at two different interest rates. The current rate is the interest rate currently being credited by Investors Heritage and is not guaranteed. Future interest rates may be higher or lower than the current rate, but will never be less than the guaranteed rate of 3.00%. The death benefit is equal to the accumulation value.

## How do I know if I need to make annuity payments to Investors Heritage?

Only the initial premium amount must be paid to activate this annuity. Subsequent payments may vary in amount and are payable any time at the option of the owner. The minimum premium we will accept is \$25.00.

When you pay premiums, the amount of your annuity will increase. If you choose not to pay any further premiums, your annuity will remain inforce until annuity benefits are requested or until the death of the annuitant.

#### **BENEFITS**

## How do I get income (payouts) from my annuity?

If you are living on the maturity date (shown on your policy schedule), this annuity will provide you with an income benefit under one of the payment options listed in your annuity. If your annuity funds a formal preneed contract, your request for payouts may void or violate the terms of your preened contract. You should consider this prior to making any request for payouts.

The maturity date for this annuity is 07-03-2043. On and after the maturity date, the accumulation value may be left with us to accumulate at interest, or you may exchange the accumulation value for any annuity payment option which is then available. The following table shows current and guaranteed annuity options which are available as of the policy date.

Available to Provide Monthly Income				Month 10 Years Certai	ly Income n and Life
<u>Year</u>	<u>Age</u>	Guaranteed	<u>Current</u>	<u>Guaranteed</u>	<u>Current</u>
35	70	62,275.92	62,275.92	402.30	402.30
45	80	95,501.45	95,501.45	793.62	793.62

## What happens after I die?

When you die, Investors Heritage will continue payments made under the option chosen to any qualified beneficiary. If no payment option has been arranged, we will pay the death benefit in a single sum to any living beneficiaries, any other designee you name such as a funeral provider, or your estate and the annuity contract will end. The death benefit will include interest earned and will equal the accumulation value.

## What other benefits can I choose?

At any time prior to the maturity date, you can receive the annuity's cash surrender value. This is called a full surrender. Once surrendered, this annuity cannot be restored to full value.

Up to 10% of the accumulation value may be withdrawn in any policy year without incurring a withdrawal charge. Cash values at early policy durations are less than total premiums paid and a loss may result if you surrender this contract in the first few policy years.

## FEES, EXPENSES AND OTHER CHARGES

## What happens if I take out all of the money from my annuity?

If you surrender the annuity by taking all the money out, a withdrawal charge may be deducted from the amount paid. The withdrawal charge varies depending on how long you have owned the annuity. After the eighth anniversary, there are no withdrawal charges. The Table of Withdrawal Percentages can be found in your annuity.

## Do I pay any other fees or charges?

There are no other fees or charges.

## How much will I receive if I surrender the annuity?

If you surrender your annuity, you will receive the "Cash Surrender Value". Estimates of this value are shown in the Accumulation / Cash Value Table above but the actual amount will vary based on how long you have owned the annuity, how much interest the annuity has earned and how much you have paid in to the annuity.

## **TAXES**

## How will payouts and withdrawals from my annuity be taxed?

Generally, under current federal tax law, you are not taxed on the growth or earnings credited to the annuity until they are distributed. In addition to regular income tax, any distributions from this annuity (surrender or partial withdrawal of annuity is a distribution) may be subject to a 10% penalty for those less than 59 1/2 years old. This annuity is a non-qualified annuity according to Internal Revenue Service tax rules and as such is subject to certain rules upon distribution. Please see your tax advisor to get more specific information about how these tax rules might affect your specific situation. Investors Heritage Life Insurance Company and its employees are not tax advisors.

#### OTHER INFORMATION

### What else do I need to know?

If you purchased this annuity to fund a formal preneed contract, the cancellation of that preneed contract does not also cancel this annuity. You may only cancel this annuity by contacting Investors Heritage. However, if this is the purpose for your annuity purchase, the formal preneed contract you executed with the funeral provider of your choice may be voided if you fail to keep this annuity in full force. You should consult the terms of your formal preneed contract and the annuity contract to determine your rights and obligations when considering making changes in this annuity. We pay the agent for selling this annuity to you.

## What should I know about the insurance company?

Investors Heritage is a life insurer based in Frankfort, Kentucky and is licensed in 30 states. The home office address is Post Office Box 717, 200 Capital Avenue, Frankfort, Kentucky 40602-0717. You can contact Investors Heritage toll free at 800-422-2011, Monday through Friday 8:00 AM to 4:30 PM EST. You can learn about Investors Heritage at our web site: www.ihlic.com.

Company Tracking Number: 28700

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity 2008
Project Name/Number: Annuity 2008/

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: IHLI-125818207 State: Arkansas
Filing Company: Investors Heritage Life Insurance Company State Tracking Number: 40331

Company Tracking Number: 28700

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Annuity 2008
Project Name/Number: Annuity 2008/

## **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice 09/16/2008

Comments:

Readability and Rule & Regulation Certification. Consumer Information Notice is made part of the policy.

Attachment:

AR Compliance Certification.pdf

**Review Status:** 

Satisfied -Name: Application 09/16/2008

**Comments:** 

Application form 27900 (7-2007) approved for use in Arkansas on 08/07/2007.

Attachment:

27900%20(7-2007).pdf

**Review Status:** 

Satisfied -Name: Consent to Submit 09/18/2008

**Comments:** 

Required consent form attached.

Attachment:

Consent to Submit Rates or Cost Basis.pdf

**Review Status:** 

Satisfied -Name: Cover Letter 09/18/2008

Comments:

Cover Letter Attached.

**Attachment:** 

Cover Letter.pdf



# INVESTORS HERITAGE Life Insurance Company

PO Box 717 Frankfort KY 40602-0717 1-800-422-2011 investorsheritage@ihlic.com

## **Certificates of Compliance**

Re: Form 28700 AR (4-2008) – Flexible Premium Deferred Annuity Form ANNDIS (6-2008) – Annuity Disclosure

I hereby certify that the submitted forms listed above meet all applicable Arkansas requirements including the requirements of Rule and Regulation 19 and the requirements of Rule and Regulation 49.

I also hereby certify that the submitted forms listed above meet with the applicable readability requirements of the Arkansas Code.

I also certify that the Consumer Information Notice as required by ACA 23-79-138 is attached to every policy at policy issue.

Julie A. Hunsinger, FSA, MAAA Vice President & Chief Actuary September 18, 2008

# LEGACY GOLD

LEGACY GOLD	Investors Heritage
preneed life insurance	Life Insurance Company
PROPOSED INSURED	APPLICATION FOR LIFE INSURANCE  Doorway to Your Heritage
Full Name	The Company guarantees that a policy or certificate will be issued.
Date of Birth (MM/DD/YYYY) Age Female	If you are applying for guaranteed issue coverage, the death benefit will be limited during the premium paying period. This limited death benefit does not apply to single pay or annuities.
OWNER, IF DIFFERENT FROM INSURED	MULTI-PAY FIRST DAY COVERAGE - HEALTH QUESTIONS
Full Name	Complete only if choosing a multi-pay plan and applying for first day coverage.
Social Security No. or Tax ID No. Relationship to Proposed Insured	Within the past 12 months, have you been bedridden at home,
Relationship to Proposed Insured	confined in a hospital, nursing home, long-term care facility, or assisted living center, received Hospice or home health care, used
MAILING ADDRESS	oxygen to assist in breathing or been advised you have a terminal
Street	illness? Yes No
City State Zip	2. Within the past 10 years, have you been diagnosed by a member of the medical profession as having, or have you tested positive for, or have treated by a member of the medical profession for any of the
Phone Number	been treated by a member of the medical profession for any of the following: Acquired Immune Deficiency Syndrome (AIDS), Aids
SERVICING FUNERAL HOME	Related Complex (ARC), Human Immunodeficiency Virus (HIV), or any other disease or disorder of the immune system?
Appropriate assignment forms must accompany application.	Yes No
Name FH Code No.	3. To the best of your knowledge, in the past 3 years have you been treated by a member of the medical profession for, been advised to
PRIMARY BENEFICIARY	be treated for, or taken medication for any of the following:  (Circle all that apply.)
Full Name	A. Heart attack, heart related chest pain, angioplasty or other heart surgery, congestive heart failure, transient ischemic attack or
Social Security or Tax ID No. Relationship to Proposed Insured	mini-stroke (TIA), stroke, aneurysm, blood vessel disorder, organ
	transplant or any other heart or circulatory disorder?  Yes No
POLICY INFORMATION	B. Kidney failure or dialysis, insulin requiring diabetes, liver disease or cirrhosis, emphysema, chronic obstructive pulmonary disease
TYPE OF COVERAGE: Life Insurance Flexible Deferred Annuity	(COPD) or chronic lung disease or disorder?  ☐ Yes ☐ No
PREMIUM PAYMENT Single Annual Semi-Annual Quarterly FREQUENCY: Monthly Annuity - No Premium Notice	
PAYMENT METHOD: Pre-Authorized Transfer Direct Bill	D. Parkinson's disease, Alzheimer's disease, dementia, senility,
PREMIUM PAYING Single 1 Pay 2 Pay 3 Pay PERIOD: 5 Pay 7 Pay 10 Pay	mental incapacity, seizure disorder or any other disorder of the brain or nervous system?  Yes No
AMOUNT OF INSURANCE:    Issue amount premium   POLICY PREMIUM   Will purchase   \$	E. Cystic fibrosis, Lou Gehrig's disease (ALS), lupus, multiple sclerosis, or alcohol or drug abuse or addiction?  Yes No
OPTIONAL DOWN ISSUE amount premium RIDER PREMIUM	PROPOSED INSURED
will purchase    Face Amount \$   \$	Phone Number Best Time AM to Call PM
TOTAL AMOUNT PAID TO AGENT: \$	If you have applied for a multi-pay, first day coverage plan, you may be contacted by phone by our FOCUS Department for a brief interview.
REPLACEMENT: Does the Proposed Insured have any existing policies	PRIMARY CARE PHYSICIAN INFORMATION
or contracts? Yes No	Name Phone Number
If "Yes", complete Replacement Form. 27900 (7-2007)	Mailing Address
_ <u></u>	
Eife Insura PREMIU Make check or money ord	P.O. Box 717 200 Capital Avenue Frankfort, Kentucky 40602-0717 Phone: (800) 422-2011 Fax: (502) 875-7084 ihlic@ihlic.com www.investorsheritage.com payable to Investors Heritage.  payable to the agent or leave the payee blank.
Amount Received: \$ From:	Date:
full premium, approval by Investors Heritage Life Insurance Company, o	month day year nee. The insurance applied for shall not take effect until payment of the first delivery of the policy while the health condition of the Proposed Insured and of which must occur during the lifetime of the insured. In the event the rned.

Date 27900 (7-2007) Agent's Signature

Agent's Address

Agent's Phone Number

Remarks / Special Instructions
REPRESENTATION AGREEMENT: I represent and agree as follows:
<ul><li>(1) The information on this application is given to obtain insurance, is true and complete to the best of my knowledge and belief and will become a part of any policy/certificate to which this form is attached;</li></ul>
(2) No insurance will take effect until the first full premium has been paid, the policy/certificate application has been approved by the Company, and the policy is delivered while the health condition of the Proposed Insured and other factors affecting insurability are as stated in this application, all of which must occur while the Proposed Insured is living; and
(3) Coverage provided is subject to all terms, provisions and limitations provided in any policy/certificate issued, none of which may be waived, modified, altered or amended without the express written consent of an officer of the Company.
Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.
<b>INSURED/OWNER'S STATEMENT:</b> This application has been completed in my presence and all questions have been asked by the Agent and answered to the best of my knowledge and belief. I understand that a specially trained interviewer from the Investors Heritage Home Office may call to verify information given on the application.
Signature of Proposed Insured  City and State where application signed
Signature of Owner or Applicant if different than Proposed Insured  Attach appropriate documentation if signed by legal representative.
AGENT'S STATEMENT: I, the undersigned agent, certify (1) I have witnessed the signature of the Applicant and the Proposed
Insured, if different. (2) I have asked all questions and truly and accurately recorded the answers contained herein.
Does the Proposed Insured have any existing life insurance or annuities? Yes No If "Yes", complete Replacement form.
Signature of Agent Code No. Agent's Printed Name
Signature of Second Agent Code No. Agent's Printed Name
REQUEST FOR PREAUTHORIZED TRANSFER PLAN (PAT)
I hereby request and authorize Investors Heritage Life Insurance Company, Frankfort, Kentucky ("Investors Heritage") to make preauthorized transfers from my bank account by way of draft, check, or electronic transfer for the payment of premiums for this policy. This authorization shall be subject to the following conditions:
(1) The preauthorized transfer shall occur on or after the premium due dates unless otherwise specified;
(2) Investors Heritage shall not incur any liability on any transfer returned by the bank;
<ul><li>(3) Amounts not honored by the bank after initial deposit shall constitute non-payment of premium and coverage shall lapse subject to all provisions of each policy;</li></ul>
(4) This authorization may be revoked by either party upon 30 days advance written notice, and Investors Heritage may immediately revoke this request if any preauthorized transfer is dishonored by the bank when presented.
Frequency of transfer: ANNUALLY SEMI-ANNUALLY QUARTERLY MONTHLY
Renewal premiums will be debited on MONTHLY mode unless a different mode is marked.
Date Depositor's Printed Name as it appears on bank records Depositor's Signature
Name of Bank  Bank or branch address  Complete the following OR submit a voided check.
Account Type: Checking Savings
Account Number Account Number
Routing Number

27900 (7-2007)

# THIS NOTICE MUST BE GIVEN TO PROPOSED INSURED NOTICE OF INFORMATION PRACTICES



INVESTORS HERITAGE Life Insurance Company

In considering your application, a telephone interview may be performed by a specially trained Home Office interviewer who will call to verify information given on the application. Information about your insurability will be treated as confidential and will not be disclosed without your consent. You may request a copy of all information acquired by us and have the right to correct any personal information you feel is inaccurate. If you need assistance, please feel free to contact your agent or call or write to us at: Investors Heritage Life Insurance Company

Attn: Underwriting Department

PO Box 717

Frankfort KY 40602-0717

Phone: 800.422.2011 Fax: 502.875.7084 Email: ihlic@ihlic.com

## CONSENT TO SUBMIT RATES OR COST BASES FOR APPROVAL

CONSENT TO SUBMIT RATES AND/OR COST BASES FOR APPROVAL

The Investors Heritage Life Insurance Company				
("Company	7")	of	Frankfort, Kentucky	
does here	by	con	sent and agree	

A) that all premium rates and/or cost bases both "maximum" and "current or projected," used in relation to policy form number 28700 AR (4-2008) must be filed with the Insurance Commissioner for the State of Arkansas ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60)days.

or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

Investors Heritage Life Insurance Company	(Company Name)
By Julie A. Hunsinger, FSA, MAAA	(Name)
Vice President & Chief Actuary	(Title or Position)
[Bulletin 11-83]	



# INVESTORS HERITAGE Life Insurance Company

## PO Box 717 Frankfort KY 40602-0717 1-800-422-2011 investorsheritage@ihlic.com

September 18, 2008

Arkansas Insurance Department 1200 West 3<sup>rd</sup> Street Little Rock, AR 72201-1904

RE: Flexible Premium Deferred Annuity Policy - Form 28700 AR (4-2008)

Annuity Disclosure - Form ANNDIS (6-2008)

NAIC #: 64904

Federal Employer ID: 61-0574893

SERFF Tracking No.: IHLI-125818207

To Whom It May Concern:

We are submitting the above flexible premium deferred annuity and the annuity disclosure form for your consideration and approval. These forms have not been previously filed in the state of Arkansas and are being filed in final print format. These forms do not replace any existing forms previously filed.

Form 28700 AR (4-2008) is a Flexible Premium Deferred Annuity. Premiums may vary in amount and are payable at any time, subject to a \$25 minimum, at the option of the owner. The maturity date is the later of attained age 70 or the tenth policy anniversary. The accumulation value is equal to 100% of the gross premiums paid plus interest credited, less any cash withdrawals. There are no premium loads or monthly fees. The Withdrawal Charge is equal to 7% of the fund value in the first policy year, decreasing by 1% per year to a Withdrawal Charge of 0% in the 8<sup>th</sup> and later policy years. There is no Withdrawal Charge if the amount withdrawn in any policy year does not exceed 10% of the Accumulation Value.

Form ANNDIS (6-2008) is the annuity disclosure that will be provided at the time of policy issue. These forms will be marketed by Investors Heritage Life Insurance Company agents using traditional marketing methods.

The following has been submitted to your office via SERFF:

- 1. This letter:
- 2. Copies of forms 28700 AR (4-2008), ANNDIS (6-2008);
- 3. Actuarial memorandum for form 28700 AR (4-2008);

- 4. Consent to Submit Rates or Cost Bases; and
- 5. Certification of Rule 19, Rule 49 and Readability.

Thank you for your time and consideration. If you have any questions or need additional information, please feel free to call me at (502) 209-1007.

Sincerely, Same 5. Jones

Karen S. Jones Filing

Administrator